

**MONROE COUNTY
VALUE ADJUSTMENT BOARD
REQUEST FOR QUALIFICATIONS
LEGAL COUNSEL**

MONROE COUNTY VALUE ADJUSTMENT BOARD

County Mayor Charles "Sonny" McCoy
County Commissioner George Neugent
County Commissioner David P. Rice
School Board Member
School Board Member

**All responses submitted to this solicitation should be addressed
and received at the following address no later than 3:00 P.M.
on _____, 2006:**

**Monroe County Purchasing Office
1100 Simonton Street, 1st Floor
Room 1-213
Key West, Florida 33040**

**Attention: REQUEST FOR QUALIFICATIONS -
Legal Counsel for
Monroe County Value Adjustment Board**

NOTICE OF CALLING FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE RESPONDERS that the Board of County Commissioners of Monroe County, Florida, on _____, 2006 at **3:00 P.M.**, the Monroe County Purchasing Office will open sealed responses for the following:

**Request for Qualifications – Legal Counsel for
Monroe County Value Adjustment Board
RFQ-VAB-____ - ____-2006-PUR/CV**

Specifications and Qualification Documents may be requested from DemandStar by Onvia by calling 1-800-711-1712 or by going to the website at www.demandstar.com OR www.co.monroe.fl.us. The Public Record is available at the Gato Building, Purchasing Office, 1100 Simonton Street, Key West, FL 33040. All questions pertaining to this solicitation regarding the Request for Qualifications should be directed to the Office of the County Attorney, (305) 292-3470. Any addenda to this Request for Qualifications (RFQ) shall be distributed to vendors on the list of Demandstar distributees for this RFQ.

All responses must be received by the Monroe County Purchasing Office on or before **3:00 p.m.** on _____, 2006. Any responses received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed, emailed or incomplete applications will be automatically rejected. No waivers shall be allowed for responses which have not been submitted to the County Purchasing Department by 3:00 p.m. on the deadline date.

Responders must **submit two (2) signed originals (marked "original") and six (6) complete copies (marked "copies")** of each response in a sealed envelope clearly marked on the outside: **"Sealed Qualifications for Request for Qualifications for Legal Counsel for Monroe County VAB"**, addressed and delivered to:

Monroe County Purchasing Office
1100 Simonton Street
Room 1-213
Key West, Florida 33040

All responses must remain valid for a period of ninety (90) days. The Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3)(d), F.S. (1997).

Contract award will be by the Monroe County Value Adjustment Board to the entity whose response is deemed to be in the best interest of the Monroe County Value Adjustment Board.

Dated at Key West, Florida, this _____ day of _____, 2006.

Monroe County Purchasing Department

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**SECTION ONE
INSTRUCTION TO RESPONDENTS**

1.01 DESCRIPTION

The Respondent awarded a contract shall provide legal counsel services for Monroe County Value Adjustment Board (VAB). The contract will provide for an attorney to act as legal advisor to the VAB. The attorney who contracts to provide these services will be expected to attend all meetings of the VAB and all hearings before the Special Masters for the VAB.

1.02 COPIES OF RESPONDING DOCUMENTS

Only complete sets of Responding Documents will be issued and shall be used in preparing responses. The VAB does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

Complete sets of Responding Documents may be obtained in the manner and at the location stated in the Notice of Calling for Qualifications.

1.03 PROPOSAL REQUIREMENTS

Two (2) signed original responses, marked "Original", and six (6) complete copies, marked "Copy", [eight (8) complete packages] of the proposal setting forth qualifications must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.

B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$10,000.00

C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or proposal in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his response or proposal. Failure to complete this form in every detail and submit it with your response or proposal may result in immediate disqualification of your response.

D. **CONFLICT OF INTEREST:** Any attorney who is deemed to have a conflict of interest prohibited by the Florida Bar Rules or Chapter 112, Florida Statutes, shall be disqualified.

1.05 EXAMINATION OF RFQ DOCUMENTS

Each **Respondent** shall carefully examine the RFQ and other contract documents, and inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the **RESPONDENT** will in no way relieve him of the obligations and responsibilities assumed under the contract.

Should a **Respondent** find discrepancies or ambiguities in, or omissions from, the specifications, or should he be in doubt as to their meaning, he shall at once notify the County Attorney.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any Respondent as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of responses will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Respondents prior to the established response opening date. Each Respondent shall acknowledge receipt of such addenda in the space provided therefore in the response form. In case any Respondent fails to acknowledge receipt of such addenda or addendum, his response will nevertheless be construed as though it had been received and acknowledged and the submission of his response will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Respondent will be bound by such addenda, whether or not received by him. It is the responsibility of each Respondent to verify that he has received all addenda issued before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Respondent is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 PREPARATION OF RESPONSES

Signature of the Respondent: The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of his authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.

1.09 SUBMISSION OF RESPONSES

Two (2) signed originals and six (6) complete copies of each response shall be submitted.

The response shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Respondent. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Notice of Calling for Qualifications, and preferably by Certified Mail or Return Receipt Requested. If forwarded

other than by mail, it shall be hand-delivered or couriered to the same address. Responses will be received until the date and hour stated in the Notice of Calling for Qualifications.

Each Respondent shall submit with his response the required evidence of his qualifications and experience, as outlined in Article 1.10 and the executed forms set forth in Article 1.04.

1.10 CONTENT OF SUBMISSION

The submission in response to this RFQ shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The response shall be bound, or in a three-ring binder or equivalent folder, and tabbed. Statements submitted without the required information will not be considered. Submissions shall be organized as indicated below. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Respondent must submit adequate documentation to certify the Respondent's compliance with the VAB's requirements. Respondent should focus specifically on the information requested.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that states "**REQUEST FOR QUALIFICATIONS - LEGAL COUNSEL FOR VALUE ADJUSTMENT BOARD**." The cover page should contain Respondent's name, address, telephone number, and the name of the Respondent's contact person.

B. Tabbed Sections

Tab 1. Narrative Self-Analysis

The Respondent shall provide a history of the firm, its areas of special expertise, and how the attorney(s) to provide services will fulfill the needs of the VAB if awarded a contract pursuant to this RFQ process.

Tab 2. References

Each Respondent shall provide at least two (2) references for which the reference is in a position to recommend the organization's qualifications for the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

Name and full address of reference organization

Name of Contact person for contract

Telephone number(s)

Date of initiation of contract with reference

Brief summary comparing the referenced services to these proposed services

Tab 3. Staffing

It is anticipated that the primary attorney indicated in the response to this RFQ shall be the only attorney providing legal counsel to the VAB, notwithstanding said attorney may use staff to prepare for attorney's review any legal opinions or memoranda required to fulfill the contractual obligations to

the VAB. Respondent shall include a list of the proposed staff positions that will provide the work required if awarded this contract. The listing shall include any staff who shall provide services as well as any committee that will be established to review, evaluate and make recommendations regarding the services, as more fully described in Section Three of the RFQ.

List the total number of staff and list the number and type of minorities, using the Federal definitions, included in the staff.

Tab 4. Pending/Past Litigation

The Respondent shall describe any pending litigation in which the Respondent is involved as a result of provision of any services which are described herein. The Respondent shall describe any litigation in which the Respondent has been involved with or against Monroe County, the Monroe County School Board, or the Monroe County Value Adjustment Board within the past five (5) years.

Tab 5. VAB response/bid forms

Respondent shall complete and execute the response/bid forms specified below and found at the designated pages in this RFQ, and shall include them in the section tabbed 5:

	Pages
Response Form	22
Non-Collusion Affidavit	23
Ethics Clause	24
Drug Free Workplace	25

Copies of all professional and occupational licenses shall be included in this section.

Tab 6. Other Information

Provide any additional information that will present evaluators with insight about the qualifications, fitness and abilities of Respondent.

1.11 MODIFICATION OF RESPONSES

Written modification will be accepted from Respondents, if addressed to the entity and address indicated in the notice of calling for qualifications and received prior to response due date and time.

A Respondent may modify his response by telegraphic communication at any time prior to the scheduled closing time for receipt of responses, provided such telegraphic communication is received prior to the closing time, and provided further, the VAB is satisfied that a written confirmation of the telegraphic modification over the signature of the respondent was mailed prior to the closing time. The telegraphic communication should provide the addition or subtraction or other modification. If written confirmation is not received within two (2) days from the closing time, no consideration will be given to the telegraphic modification.

1.12 RESPONSIBILITY FOR RESPONSE

The Respondent is solely responsible for all costs of preparing and submitting the response, regardless of whether a contract award is made by the VAB.

1.13 RECEIPT AND OPENING OF RESPONSES

Responses will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Notice of Calling for Qualifications. The responses will be sent to the Clerk for the VAB for dissemination to the VAB members and the County Attorney for review and selection. No responsibility will be attached to anyone for the premature opening of a response not properly addressed and identified. Respondents or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL RESPONDENT

The VAB reserves the right to reject any and all responses and to waive technical errors and irregularities as may be deemed best for the interests of the VAB. Responses which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instruction to Respondents, and the contract documents, may be rejected at the option of the VAB. Final selection of the successful respondent(s) shall be made by the VAB at a noticed public meeting.

1.15 AWARD OF CONTRACT

The VAB reserves the rights to award separate contracts for each service area and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If responses are found to be acceptable by the VAB, written notice will be given to the selected Respondent(s) of the award of the contract(s).

If the award of a contract is annulled, the VAB may award the contract to another Respondent or the work may be re-advertised or may be performed by other qualified personnel as the VAB decides.

A contract will be awarded to the Respondent(s) deemed to provide the services which are in the best interest of the VAB.

The VAB also reserves the right to reject the response of a Respondent who has previously failed to perform properly or to complete contracts of a similar nature on time.

1.16 EXECUTION OF CONTRACT

The Respondent to whom a contract is awarded will be required to return to the VAB four (4) executed counterparts of the prescribed contract together with the required certificates of insurance.

1.17 INSURANCE

A. The Respondent shall defend, indemnify and hold harmless the Monroe County Value Adjustment Board from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by VAB) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Attorney or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Attorney or its Subcontractors in any tier, their employees, or agents.

B. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Attorney's failure to purchase or maintain the required insurance, the Attorney shall indemnify the VAB from any and all increased expenses resulting from such delay.

C. The first ten dollars (\$10.00) of remuneration paid to the Attorney is for the indemnification provided for above.

D. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

E. The Attorney shall obtain insurance as specified and maintain the required insurance at all times that this Agreement is in effect.

F. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Attorney's failure to purchase or maintain the required insurance, the Responder shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

G. The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

H. The successful responder(s) shall obtain and maintain the following policies:

1. Workers' Compensation insurance as required by the State of Florida.
2. Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
3. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage.
4. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Attorney or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual

Liability Endorsement with \$300,000 Combined Single Limit, , and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.

5. COUNTY shall be named as an additional insured with respect to Attorney's liabilities hereunder in insurance coverages identified in Paragraphs C and D.
6. Attorney shall require its sub consultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for sub consultants.
7. Attorney shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured. The COUNTY reserves the right to require a certified copy of such policies upon request.

SECTION TWO GENERAL TERMS AND CONDITIONS

2.01 DEFINITIONS

Wherever used in these General Conditions or in the other contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof. The use of the terms "he," "him," "himself," or "his" shall refer to male and female persons alike and should not be construed as derogatory or discriminatory to female persons.

Addenda - Written or graphic instruments issued prior to the opening of responses which clarify, correct, or change the responding documents or the contract documents.

Responding Documents - The advertisement or invitation calling for qualifications, instructions, and forms contained in this Request for Qualifications (Response Form, Non-Collusion Affidavit, Lobbying and Conflict of Interest Clause, Drug Free Workplace) and the proposed contract documents (including all addenda issued prior to receipt of responses).

Contract Documents - The response documents, agreement, addenda (which pertain to the contract documents), the Respondent's proposal or response (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, these General Conditions, together with all amendments, modifications, and supplements.

Respondent - The person, firm, or corporation with whom the VAB has entered into the agreement.

Effective Date of the Agreement - The date indicated in the agreement on which it becomes effective, but if no such date is indicated it means the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.

Written Amendment - A written amendment of the contract documents, signed by the VAB and the Respondent on or after the effective date of the agreement.

Failure to Execute Required Forms – Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

2.02 RESPONDENT'S RESPONSIBILITIES

2.02.1 Primary Legal Counsel, Supervision and Personnel

The Primary Legal Counsel as proposed in the Response to RFQ shall be the sole, or primary legal counsel who shall appear at all meetings and hearings, and shall provide legal counsel to the VAB and Special masters. Respondent shall attend all VAB meetings and Special master hearings for the purposes of advising the VAB and special masters on such legal issues as may arise, including but not limited to homestead and other exemptions, late filing, and the admission of evidence. Respondent shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.

2.02.2 Parts, Materials, and Equipment

Unless otherwise specified in the contract, the Respondent shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

2.02.3 Records

Respondent shall be required to maintain records pertaining to the contract for five (5) years after the termination of the contract.

2.02.4 Taxes

The Respondent shall pay all sales, consumer, use, and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

2.02.5 Compliance with Laws

The Respondent shall comply with all applicable laws and regulations of federal, state and local governments.

SECTION THREE SPECIFIC CONDITIONS

3.01 RESPONDENT shall be an attorney who will advise the Monroe VAB Value Adjustment Board, as follows:

3.01.1 Respondent shall attend all VAB meetings and Special master hearings for the purposes of advising the VAB and special masters on such legal issues as may arise, including but not limited to homestead and other exemptions, late filing, and the admission of evidence.

SECTION FOUR
DRAFT STANDARD LEGAL SERVICES CONTRACT

THIS AGREEMENT is entered into this ____ day of _____ 2006, by and between the MONROE COUNTY VALUE ADJUSTMENT BOARD , hereinafter referred to as the VAB and _____ (Attorney) _____, hereinafter referred to as the Attorney.

WHEREAS, the VAB wishes to enter into this agreement with the Attorney so that the Attorney will act as legal counsel to the VAB;

NOW THEREFORE, IN CONSIDERATION of the mutual promises contained herein, the parties agree as follows:

1. Term: The term of this agreement is for a three year period commencing _____, 2006 and terminating _____, 2009. The VAB may exercise one option for an additional two (2) years upon giving written notice to the Attorney no less than sixty (60) days prior to the original expiration date. The VAB's performance and obligation to pay under this agreement, is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

2. Scope of Services: The Attorney will provide the following services:

Attorney shall attend all meetings of the VAB and all hearings before the Special Masters for the VAB, and shall advise the VAB and VAB Special masters on an as-needed basis regarding such legal issues as may arise, including but not limited to homestead and other exemptions, late filing, and the admission of evidence, and any other legal matters concerning Value Adjustment Board business.

Attorney has been retained specifically because Attorney, personally, is understood by VAB to be able to handle this matter. Employment of additional individuals, whether attorneys, paralegals, or others, who will bill time to VAB is not permitted without the advance written approval of VAB.

3. Special Conditions Regarding Representation:

a) The Client is the Monroe County Value Adjustment Board (VAB), and to the extent ethically permissible, its elected and appointed officers and its employees. In the event that Attorney cannot ethically represent individuals in addition to VAB, Attorney shall advise VAB in writing of that fact immediately.

b) Attorney is licensed to practice law in all jurisdictions relevant to this matter.

c) If Attorney practices with others who may also provide services to VAB, he or she understands that VAB expects that Attorney will be responsible for managing the representation, assuring compliance of others with the terms of this Agreement and ethical requirements, preparing and substantiating all bills, and communicating with VAB. Attorney may not delegate or outsource this work without full written disclosure to, and prior written approval from, the VAB.

d) Attorney has been retained by VAB to provide the scope of services described in Section 2 above. Attorney represents that he or she is competent and available to handle that matter. In the event that additional matters are assigned by VAB to Attorney, this agreement shall apply to those matters as well, unless a separate Agreement is required by the VAB.

e) Review of ethical obligations before initiating representation: Attorney has conducted a thorough investigation and determined that neither Attorney nor his or her firm has any ethical

impediment, real or potential, to representing VAB. To the extent that any ethical impediment, real or potential, is discovered or ever arises, Attorney shall immediately inform VAB in writing of the impediment (regardless of whether Attorney believes he or she has taken all steps necessary to avoid the impediment and regardless of whether Attorney believes that the impediment is insubstantial or questionable), make full disclosure of the situation to VAB, obtain VAB's express, written consent to continue the representation of the other client, and take all steps requested by VAB to avoid or mitigate the impediment. Attorney understands that if a direct or indirect conflict of interest arises which, in the opinion of the VAB, cannot be avoided or mitigated under the Rules of Professional Conduct of The Florida Bar, VAB may, in its discretion, (a) obtain reimbursement from Attorney for all fees and expenses paid to Attorney in this matter; (b) obtain cancellation of all amounts allegedly owed by VAB to Attorney; and (c) obtain reimbursement for consequential expenses incurred by VAB, including the cost of replacement counsel.

4. Payment:

The VAB shall compensate the Attorney according to the Schedule of Payments attached hereto as Exhibit A, in an amount not to exceed _____ dollars (\$_____) per annum for the agreement. Payment will be made monthly upon receipt of a proper invoice with documentation of services rendered, pursuant to the Florida Prompt Payment Act. Attorney shall provide detailed, itemized bills which shall, at a minimum:

a) Description. Provide a general description of the matter; clearly identify each person performing services, record the time expended by each person separately; state the amount of time expended by each person daily (and, within each day, broken down by task where more than one project or task was worked upon within the same day); describe within each itemized daily task entry, in sufficient detail to readily allow the VAB to determine the necessity for and reasonableness of the time expended, the services performed, the project or task each service relates to, the subject and purpose of each service, and the names of others who were present or communicated with in the course of performing the service.

b) Travel expenses will be reimbursed in accordance with the applicable provisions for "approved travelers" of the Monroe County Code, and will be summarized on the Monroe County Travel Form with all applicable receipts attached thereto.

c) Non-reimbursable expenses: The following expenses will in no event be reimbursable, unless specifically agreed to in advance in a writing executed by VAB:

Personnel and Office Costs. Meals for time-keepers, overtime, word processing or computer charges, personal expenses, expenses that benefited other clients, expenses for books, costs of temporary employees, periodicals or other library materials, internal filing or other document handling charges, clerical expenses, stationery and other supply expenses, utilities, and any other expense that is either unreasonable or unnecessary. (The fact that the firm charges other clients or that other firms charge their clients for an expense does not make it reasonable or necessary.)

d) Attorney is not authorized to retain experts, additional counsel, consultants, support services, or the like, or to out source or delegate work outside Attorney's law firm, without prior written approval by VAB.

e) VAB will not pay any markup for expenses. VAB will only reimburse the Attorney for their actual approved out-of pocket costs and expenses, whether incurred personally by an approved time-keeper or incurred by other approved personnel (such as experts, consultants, support services personnel, or outsourced services personnel). VAB will not pay for any "expense" items that are in fact part of Attorney's overhead which should be included within Attorney's fee.

f) Attorney shall include copies of receipts for all expenses with the itemized monthly bill. VAB may refuse to pay any expense item for which documentation is not provided by Attorney.

5. Termination: The agreement can be terminated by either party with or without cause with 120 days prior written notice.

6. Accounting Records: Records of the Attorney pertaining to this agreement shall be kept on generally recognized accounting principles, acceptable to the Monroe County Clerk, and shall be available to the VAB or to an authorized representative for audit. Attorney understands that Attorney must have documentation to support all aspects of each bill, including fees and expenses, and must maintain that documentation until at least one year after the termination of the representation. This documentation shall be made available by Attorney to Monroe County, VAB or their designated representative, including an accountant, the Monroe County Clerk or Monroe County Clerk's representative, or legal bill auditor upon written request. Attorney agrees to cooperate with any examination of this documentation and Attorney's fees and expenses, e.g., by responding promptly and completely to any questions Monroe County, VAB or its designated representative may have. Attorney shall notify VAB in writing at least 60 days in advance of destroying any such records and, in the event that VAB requests that they be preserved, shall preserve them at least one additional year or, at the option of the VAB, delivered to the VAB for storage by the VAB, with VAB responsible for paying the actual cost of storage. This documentation shall include, for example, original time records, expense receipts, and documentation supporting the amount charged by Attorney for expense items generated by the Attorney or his or her firm. VAB reserves the right not to pay any fee or expense item for which sufficient documentation is not available to determine whether the item was necessary and reasonable. Upon the execution of an Agreement or amendment to this agreement by the VAB, Attorney may provide the documentation in digital electronic form in Adobe Portable Document Format (PDF) or in Alchemy format in lieu of the manual preservation requirements detailed above.

a) Access to Records. Attorney shall maintain all books, records, and documents directly pertinent to performance under this Agreement, including the documents referred to in Sections 5.4 and 10 of this Agreement, in accordance with generally accepted accounting principles, consistently applied. Upon ten (10) business days written notice to the other, representatives of Monroe County, the VAB or Attorney shall have access, at all reasonable times, to all the other party's books, records, correspondence, instructions, receipts, vouchers and memoranda (excluding computer software) pertaining to work under this Agreement for the purpose of conducting a complete independent fiscal audit. Attorney shall retain all records required to be kept under this Agreement for a minimum of five years, and for at least four years after the termination of this agreement. Attorney shall keep such records as are necessary to document the performance of the agreement and expenses as incurred, and give access to these records at the request of Monroe County, the VAB, the State of Florida or authorized agents and representatives of said government bodies. It is the responsibility of Attorney to maintain appropriate records to insure a proper accounting of all collections and remittances. Attorney shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the VAB, or their agents and representatives.

Florida Public Records Law: Attorney agrees that, unless specifically exempted or excepted by Florida law or Rules and Regulations of The Florida Bar, the provisions of Chapter 119, Florida Statutes, generally require public access to all records and documents which may be made or received under this Agreement. Attorney agrees to consult with the County Attorney's office concerning the application of the Public Records Law from time to time concerning specific circumstances that may arise during the term of this Agreement.

7. Modification: Additions to, modification to or deletions from the provisions set forth in this agreement shall be effective only in writing and approved by VAB.

8. Indemnification and Hold Harmless: The Attorney agrees to indemnify and hold Monroe County Value Adjustment Board harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the agreement. It agrees to pay all claims and losses, including related court costs and reasonable attorney's fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Attorney employees and/or agents.

9. Insurance. Professional Liability Insurance shall also be maintained as specified. In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Attorney's failure to purchase or maintain the required insurance, the Responder shall indemnify the COUNTY from any and all increased expenses resulting from such delay.

The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the COUNTY prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the COUNTY and shall be in a form acceptable to the COUNTY.

The Attorney shall obtain and maintain the following policies:

- a) Workers' Compensation insurance as required by the State of Florida.
- b) Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
- c) Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage.
- d) Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Attorney or any of its employees, agents or subcontractors or sub consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, , and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- e) COUNTY shall be named as an additional insured with respect to Attorney's liabilities hereunder in insurance coverages identified in Paragraphs C and D.
- f) Attorney shall require its sub consultants to be adequately insured at least to the limits prescribed above, and to any increased limits of CONSULTANT if so required by COUNTY during the term of this Agreement. COUNTY will not pay for increased limits of insurance for sub consultants.
- g) Attorney shall provide to the COUNTY certificates of insurance or a copy of all insurance policies including those naming the COUNTY as an additional insured. The COUNTY reserves the right to require a certified copy of such policies upon request.

10. Taxes: The VAB and Monroe County are exempt from Federal Excise and State Florida Sales Tax.
11. Finance Charges: The VAB and Monroe County will not be responsible for any finance charges.
12. Independent Contractor: It is the intent of the parties hereto that the Attorney shall be legally considered as an independent contractor and that neither it nor its employees or agents shall, under any circumstance, be considered servants or agents of the VAB and VAB shall at no time be legally responsible for any negligence on the part of said successful responder, its employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.
13. Disclosure: The Attorney shall be required to list any or all potential conflicts of interest, as defined by Florida Statute 112 and Monroe County Ethics Ordinance. The Attorney shall disclose all actual or proposed conflicts of interest, financial or otherwise, direct or indirect, involving any client's interest which may conflict with the interests of the VAB.
14. Assignment: the Attorney shall not assign, transfer, convey, sublet or otherwise dispose of this agreement, or of any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the VAB.
15. Compliance With Laws: Attorney shall comply with all international, federal, state and local laws and ordinances applicable to the work or payment for work thereof.
16. Force Majeure: The Attorney shall not be liable for delay in performance or failure to perform, in whole or in part, the services due to the occurrence of any contingency beyond its control or the control of any of its subcontractors or suppliers, including labor dispute, strike, labor shortage, war or act of war whether an actual declaration thereof if made or not, insurrection, sabotage, riot or civil commotion, act of public enemy, epidemic, quarantine restriction, accident, fire, explosion, storm, flood, drought, or other act of God, act of any governmental authority, jurisdictional action, or insufficient supply of fuel, electricity, or materials or supplies, or technical failure where the Attorney has exercised reasonable care in the prevention thereof, and any such delay or failure shall not constitute a breach of this agreement.
17. Governing Law/Venue: This agreement shall be governed and construed by and in accordance with the laws of the State of Florida and constitutes the entire agreement between the VAB and VAB and Attorney. Venue of any court action filed relative to this agreement shall lie in Monroe County, Florida.
18. Antisolicitation: The Attorney warrants that no person has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee and that no member of the Monroe County government or the VAB has any interest, financially or otherwise in the Attorney or its subcontractors.
19. Severability: If any provision of the agreement shall be held by a Court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement, or the application of such provision other than those as to which it is invalid or unenforceable, shall not be affected thereby; and each provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.

20. Notice: Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage prepaid by certified mail, return receipt requested, to the other party as follows:

For VAB:

Monroe County Clerk
500 Whitehead Street
Key West, FL 33040

For Attorney:

VAB shall give notice to Attorney of any meetings at which the Attorney's presence is required or requested.

21. Ethics Clause: The Attorney warrants that it has not employed, retained or otherwise had act on its behalf, any former Monroe County officer or employee in violation of Section 2 or Ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision, the VAB may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

22. Public Entity Crime Statement: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses/bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23. General Requirements of Contractors:

a) Ownership of Attorney files and work product: Attorney understands that all files and work product prepared by Attorney or his or her firm at the expense of VAB (or for which VAB is otherwise billed) is the property of VAB. Without VAB's prior written approval, this work product may not be used by Attorney or his or her firm nor disclosed by Attorney or his or her firm to others, except in the normal course of Attorney's representation of VAB in this matter. Attorney agrees that VAB owns all rights, including copyrights, to materials prepared by VAB or by Attorney on behalf of VAB. Attorney shall notify VAB in writing at least 60 days in advance of destroying any such records and, in the event that VAB requests that they be preserved, shall preserve them at least one additional year (with VAB responsible for paying the actual cost of storage). Attorney shall provide VAB with prompt access to (including the ability to make copies of) all attorney files and work product, regardless of whether the representation or matter is ongoing and whether attorney fees and expenses have been paid in full.

b) Dispute resolution: Attorney and VAB agree that all disputes regarding Attorney's fees or expenses are to be resolved pursuant to the procedures and practices for mediation by the Attorney Consumer Assistance Program of the Florida Bar.

c) Entire Agreement. The entire agreement between the VAB and Attorney with respect to the subject matter hereof is contained in this Agreement. This Agreement supersedes all prior oral and written proposals and communications between the VAB and Attorney related to this Agreement. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such waiver, amendment or modification is in writing and signed by the party against whom the waiver, amendment or modification is claimed. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns.

d) Captions. The captions set forth herein are for convenience of reference only and shall not define, modify, or limit any of the terms hereof.

e) Conflicts in interpretation. The VAB and Attorney agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between them, the final interpretation by the VAB shall apply.

f) Adjudication of Disputes and Disagreements. The VAB and Attorney agree that all disputes and disagreements between them shall be attempted to be resolved by a meet and confer session between representatives of the VAB and Attorney. If the issue or issues are still not resolved to the satisfaction of both within 30 days after the meet and confer session, then either shall have the right to seek such relief as may be provided by this Agreement or by Florida law.

g) Cooperation. In the event any administrative or legal proceeding is instituted against either the VAB or Attorney relating to the formation, execution, performance, or breach of this Agreement, the VAB and Attorney each agree to participate, to the extent required by the other, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement. The VAB and Attorney each agree that neither shall be required to enter into any arbitration proceedings related to this Agreement or any Attachment or Addendum to this Agreement.

h) Legal Obligations and Responsibilities; Non-delegation of Constitutional or Statutory Duties. This Agreement is not intended to relieve, nor shall it be construed as relieving, either the VAB or Attorney from any obligation or responsibility imposed upon each by law except to the extent of actual and timely performance thereof by the other, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further this Agreement is not intended to authorize, nor shall it be construed as authorizing, the delegation of the constitutional or statutory duties of the VAB, except to the extent permitted by the Florida Constitution, state statutes, case law, and, specifically, the provisions of Chapter 125, Florida Statutes.

i) Attorney's Fees and Costs. In the event any administrative proceeding or cause of action is initiated or defended by the VAB or Attorney relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement or as may be required by a court of competent jurisdiction shall be conducted in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe VAB.

j) Authority. Attorney warrants that he and the authorized time keepers are authorized by law and the Rules and Regulations of The Florida Bar to engage in the performance of the activities encompassed by this Agreement. If Attorney is a member of a law firm, either as partner, shareholder, associate, or other relationship, Attorney warrants that he is authorized to enter into this Agreement by Attorney's law firm.

k) Non-Discrimination. Attorney shall not discriminate, in its employment practices and in providing services hereunder, on the basis of race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender identity or expression, familial status, or age, and shall abide by all federal and state laws regarding non-discrimination. Upon a determination by a court of competent jurisdiction that such discrimination has occurred, this Agreement automatically terminates without any further action by the VAB, effective the date of the court order. Attorney is aware of the provisions of Section 13-101 through 13-106, Monroe VAB Code, relating to non-discrimination, and agrees to abide by the Code's nondiscrimination requirements.

l) Claims for State or Federal Aid. The VAB and Attorney agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement, provided that all applications, requests, grant proposals, and funding solicitations by Attorney shall be approved by the VAB prior to submission.

m) Non-Reliance by Non-Parties. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the VAB and Attorney agree that neither the VAB nor Attorney or any officer, agent, or employee of each shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated under this Agreement.

n) Attestations. Attorney agrees to execute such documents as the VAB may reasonably require, including a Drug-Free Workplace Statement, and a Public Entity Crime Statement.

o) Signatures of Parties Required. This Agreement shall not be effective until executed by both VAB and Attorney and received in final executed form by an authorized representative of VAB.

p) No Personal Liability. No covenant or obligation contained in this Agreement shall be deemed to be a covenant or obligation of any member, officer, agent or employee of the Board Of VAB Commissioners of Monroe VAB in his or her individual capacity and no member, officer, agent or employee of the Board Of VAB Commissioners of Monroe VAB shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

q) Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and the VAB and Attorney may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

(SEAL)

By: _____

(Attorney)

(SEAL)

Attest: DANNY L. KOLHAGE, Clerk

VALUE ADJUSTMENT BOARD
OF MONROE COUNTY, FLORIDA

By _____

Deputy Clerk

Mayor/Chairman

SECTION FIVE
RESPONSE/BID FORMS

RESPONSE FORM

RESPONSE TO: Request for Qualifications – Legal Counsel for
 Monroe County Value Adjustment Board

**c/o PURCHASING DEPARTMENT
GATO BUILDING, ROOM 1-213
1100 SIMONTON STREET
KEY WEST, FLORIDA 33040**

I acknowledge receipt of Addenda No(s) _____

I have included:

the Qualifications _____

Ethics Clause _____

the Non-Collusion Affidavit _____

Drug Free Workplace Form _____

In addition, I have included a current copy of the following professional and occupational licenses:

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____ Telephone: _____

_____ Fax: _____

_____ Date: _____

Signed: _____

Witness: _____

(Seal)

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____ according to law
on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____

in response to the Notice for Calling for qualifications for:

Legal Counsel Services for Monroe County Value Adjustment Board and that I executed
the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or
agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other
responder or with any competitor; and

no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to
submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe
VAB relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF: _____

VAB OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who,
after first being sworn by me, (name of individual signing), affixed his/her signature in the space provided above on this
____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

SWORN STATEMENT UNDER ORDINANCE NO. 10-1990
MONROE COUNTY, FLORIDA

ETHICS CLAUSE

_____(Responder)_____ warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former COUNTY officer or employee in violation of Section 2 of Ordinance No. 10-1990 or any COUNTY officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of this provision the VAB may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former COUNTY officer or employee.

(Attorney)

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, after first being sworn by me, affixed his/her signature (name of individual signing) in the space provided above on this ____ day of _____, 20 ____.

NOTARY PUBLIC

My commission expires: _____

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under response/bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under response/bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 (Florida Statutes) or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Responder's Signature

Date

REQUEST FOR QUALIFICATIONS CHECKLIST

Please ensure that all items have been checked before submitting request for qualification. Submit this checklist as the last page of your response.

☐ Cover Page

Tabbed Sections:

☐ Tab 1. Narrative Self-Analysis

☐ Tab 2. References

☐ Tab 3. Staffing

☐ Tab 4. Pending Litigation

☐ Tab 5. VAB Response Forms

☐ Tab 6. Other Information